

COOPERATIVE RUBBER INVESTIGATIONS

Exchange of notes at San José April 19 and June 16, 1941; related note of June 18, 1941

Entered into force June 16, 1941

Supplemented by agreement of April 3, 1943 ¹

Extended by agreement of June 21 and July 1, 1943 ²

55 Stat. 1368; Executive Agreement Series 222

*The American Chargé d'Affaires ad interim to the Secretary of State
for Foreign Affairs*

LEGATION OF THE
UNITED STATES OF AMERICA
San José, Costa Rica
April 19, 1941

No. 726

EXCELLENCY:

With reference to conversations between representatives of the Ministry of State for Agriculture of Costa Rica and of the Department of Agriculture of the United States of America in regard to the conclusion of an agreement for cooperative rubber investigations in Costa Rica, I have the honor to inform Your Excellency that the Government of the United States of America is prepared to give effect to an agreement in the following terms:

Considering that it is desirable and in the mutual interest of the United States of America and the Republic of Costa Rica that a source of crude rubber be developed in Costa Rica, and that the Governments of the two countries cooperate in conducting investigations with respect to the methods of rubber cultivation, the development of superior strains of rubber, disease control, use of intercrops, and other matter, with a view to the successful establishment of a self-sustaining rubber culture industry; and

Considering that progress has been made by the Ministry of State for Agriculture of Costa Rica in promoting interest in Costa Rica in the cultivation of rubber and in other new agricultural enterprises, and that the Secretary of Agriculture of the United States of America is authorized by an Act of the Congress of the United States of America, approved June 27, 1940,³

¹ EAS 318, *post*, p. 1074

² 57 UST 1048; EAS 335.

³ 54 Stat. 628.

making appropriations for certain purposes, to conduct investigations directed toward the development of rubber production in the Western Hemisphere, including production, breeding, and disease research, to conduct surveys of potential rubber-producing areas, to establish and operate experiment and demonstration stations in suitable locations, to acquire land and construct and equip necessary buildings and take certain other necessary measures for such purposes;

The Government of the United States of America and the Government of the Republic of Costa Rica, with a view to defining their respective interests in the project for cooperative rubber investigations in Costa Rica, and the facilities, services, and other contributions which they shall make available for the purpose, agree as follows:

ARTICLE I

The Ministry of State for Agriculture of Costa Rica, seeking uses for vast areas of rich undeveloped lands and abandoned banana farms on which individual growers or plantation companies can produce a profitable export crop of rubber and thereby increase the foreign trade and the income of the people of Costa Rica,

(a) shall provide, without charge, to the Department of Agriculture of the United States of America a site for a central experiment station, lands necessary for experimental rubber plantings, and a site for residences, and in accordance with this provision shall accord the Department of Agriculture the free use of the following described areas of land:

(1) in the Reventazón Valley near Turrialba, on the north side of the public road leading from the town of Turrialba to the Reventazón River, that area of land known as the Castula Jiminez farm, consisting of approximately 16.8 hectareas (41.5 acres), and that area of land directly adjoining the Castula Jiminez farm on the east, known as the José Fernández farm, consisting of approximately 16.8 hectareas (41.5 acres), both of which areas are to be used for the purpose of a central experiment station and for seedling nurseries, test plantings, and breeding gardens;

(2) in the Guapiles district adjoining and to the north of the "Old Line" railway, that area of land known as Los Diamantes farm, consisting of 1,170 hectareas (about 2,902 acres), to be used for experimental plantings and clone propagation, and as a demonstrational rubber farm; and

(3) in the Reventazón Valley near Turrialba, on the north side of the public road leading eastward from the town of Turrialba, that area of land known as the Jesus Pazos farm, consisting of approximately 2.6 hectareas (about 6.5 acres) to be used as a residential site;

(b) shall permit or have permitted, through proper authorization whenever necessary from other departments of the Government of Costa Rica, the

importation into Costa Rica, free of duty or any fee whatsoever, all material or property of the Government of the United States of America which may be required for the construction, operation, and maintenance of the aforementioned central experiment station; and this exemption from duties or fees upon importation shall extend to the personal property of employees of such station upon their entry into the ports of Costa Rica for work in carrying out the purposes of this cooperative agreement, provided that the director of the station shall certify that such personal property of such employees is not imported for resale; ⁴

(c) shall permit the Department of Agriculture of the United States of America to import into or export from Costa Rica all materials, such as seeds, stumps, or budwood, for the planting of rubber-producing plants which the Department of Agriculture may require for the investigations contemplated by this agreement or which the Department of Agriculture may desire to ship elsewhere, provided that all such imports or exports shall be certified by a duly qualified official of the Department of Agriculture to be free from noxious insects and contagious diseases; and

(d) shall prohibit the redistribution of any strains of rubber trees furnished it by the Department of Agriculture of the United States of America to individuals, cooperators, companies, agencies, or governments, except to agencies or governments in the Western Hemisphere which reciprocally agree to furnish similar material which they may have in their possession, upon the understanding that the prohibition provided in this paragraph shall extend to and be applied by any agency or government to which any such strains of rubber trees may be redistributed.

ARTICLE II

The Department of Agriculture of the United States of America, under authority granted by the Congress of the United States of America,

(a) shall establish in Costa Rica a central rubber experiment station, upon the conditions specified above, and make field plantings to demonstrate practical methods of plantation rubber production;

(b) shall conduct laboratory and field investigations, and make information concerning the results thereof available for the benefit of the rubber-producing industry in Costa Rica and in other countries of the Western Hemisphere;

(c) shall provide, out of funds available to it, any necessary laboratory and office facilities and housing facilities for employees on the land furnished by the Ministry of State for Agriculture of Costa Rica, as may be required for conducting the investigations contemplated by this agreement;

(d) shall provide, out of funds available to it, a station superintendent

⁴ See related note, p. 1061.

and such other investigators and specialists in rubber cultivation as may be required to conduct the investigations, together with such overseers or foremen of labor as may be required to carry on the work properly, provided that in the hiring of foremen or laborers, citizens of Costa Rica shall be given preference;

(e) shall provide, free of charge, necessary office space and laboratory facilities at the central experiment station for two scientists to be designated, at its option by the Ministry of State for Agriculture of Costa Rica for the purpose of conducting cooperative investigations on a basis of equality with experts designated by the Department of Agriculture of the United States of America; provided, that the salaries and living accommodations of any such scientists shall be furnished by the Ministry of State for Agriculture of Costa Rica;

(f) shall undertake such experimental studies and field investigations at the central experiment station and on the lands furnished by the Ministry of State for Agriculture of Costa Rica as may be practicable with a view to the establishment of a successful rubber plantation industry; and

(g) shall furnish to the Ministry of State for Agriculture of Costa Rica, free of any charge, stocks of superior strains of the rubber tree now in its possession and of any additional superior strains collected by it as a result of surveys or cultivated at its experiment station which, after being tested by it, are found to be superior, such stocks to be furnished at a date as early, and in such quantity, as may be possible with the facilities available for propagation and in view of the equitable requirements of any other cooperating agency.

ARTICLE III

The lands, facilities, and services furnished by the Ministry of State for Agriculture of Costa Rica shall be suitable and adequate for the purpose of this agreement.

Exclusive of the salaries of scientists and overseers designated by the Department of Agriculture of the United States of America, the Department shall not be obligated under this agreement to expend an amount in excess of forty-five thousand dollars (\$45,000.00) during the first year, nor in excess of twenty thousand dollars (\$20,000.00) during any one year thereafter. The first year shall begin on the day of the entry into effect of this agreement.

ARTICLE IV

This agreement shall come into effect on the day on which it is signed, and shall remain in force until six months from the day on which either contracting government shall have given notice in writing to the other contracting government of its intention to terminate the agreement; provided, however, that the agreement shall not remain in force after June 30, 1943, except at the option of the Department of Agriculture of the United States of America, which

option shall be notified to the Government of Costa Rica by the Government of the United States of America at least one month prior to that date.

ARTICLE V

Upon the termination of this agreement, the Department of Agriculture of the United States of America shall be permitted to remove, sell, or otherwise dispose of the improvements mentioned in the foregoing Article II, including all buildings and facilities belonging to it, but excluding all fencing of land or plantings of rubber or other crops growing on the land; provided, however, that in the event of any sale of such improvements, the Government of Costa Rica shall have priority in the purchase thereof. The price at which any such improvements may be sold shall be established in accordance with regulations made by the Department of Agriculture of the United States of America.

If agreeable to the Government of the Republic of Costa Rica, the agreement shall be considered by the Government of the United States of America to be concluded and in effect as of the date of a corresponding note from Your Excellency indicating that the Government of the Republic of Costa Rica is prepared to give effect to the agreement in accordance with the foregoing terms.

Accept, Excellency, the renewed assurances of my highest consideration.

DUDLEY G. DWYRE
Chargé d'Affaires ad interim

His Excellency

Señor Licenciado don ALBERTO ECHANDI,
Secretary of State for Foreign Affairs.

*The Secretary of State for Foreign Affairs to the American Chargé d'Affaires
ad interim*

[TRANSLATION]

REPUBLIC OF COSTA RICA
DEPARTMENT OF FOREIGN AFFAIRS

No. 1843-B

SAN JOSÉ, June 16, 1941

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge the receipt of your courteous note no. 726 of April 19, 1941 relative to the conclusion of an agreement for carrying out cooperative rubber investigations in Costa Rica.

I am pleased to inform you that the views of the Secretary of State in the Ministry of Public Works and Agriculture having been consulted with regard to the proposed agreement, this high official replied, by his note no. 3755 of the 9th instant, expressing his full approval of the matter.

Therefore, I have pleasure in informing you that my Government is disposed to accept the said agreement, upon the following terms:

[For terms of agreement, see U.S. note, above.]

The Government of Costa Rica agrees that, as suggested in your note of April 19, 1941, the foregoing agreement shall become effective on the date of this note.

It pleases me to reiterate to you the expressions of my most distinguished consideration.

ALBERTO ECHANDI

Honorable DUDLEY G. DWYRE,
Chargé d'Affaires ad interim
of the United States of America,
City.

The Secretary of State of Foreign Affairs to the American Chargé d'Affaires ad interim

[TRANSLATION]

REPUBLIC OF COSTA RICA
 DEPARTMENT OF FOREIGN AFFAIRS

No. 1895*B

SAN JOSÉ, June 18, 1941

MR. CHARGÉ D'AFFAIRES:

I have the honor to refer to your note no. 726 of April 19, 1941, relative to the conclusion of an agreement for rubber-culture investigations in Costa Rica, and to my note no. 1843*B of the 16th instant, by which are accepted the terms of the agreement mentioned in your note with the exception, nevertheless, of the final part of paragraph (b) of article I, relative to the exemption from duties for the personal property brought into Costa Rica by the American employees upon their entry for work in the central experiment station in accordance with the terms of the agreement.

The deletion of this part of article I was for reasons which have already been verbally explained to you. However, as the services to be rendered by the personnel of the central experiment station for the cultivation of rubber can only be considered as an effective and gratuitous collaboration by your Government for the study of a new and reproductive product of our soil, I am certain that the Minister of Public Works, in collaboration with the Minister of Finance, will find a way to accommodate the Government of the United States of America in granting exemption of customs duties for the personal effects of the American employees of the said station which they may bring into Costa Rica at the time of their arrival, on condition that

the director of the experiment station certify that such personal effects will not be resold.

I am pleased to take this opportunity to renew to you the sentiments of my most distinguished consideration.

ALBERTO ECHANDI

Honorable DUDLEY G. DWYRE,
Chargé d'Affaires ad interim
of the United States of America,
City.